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## Alex Barba Coaching - Terms and Conditions

### Terms And Conditions

#### Alejandro Barba Consulting coaching

##### 1. Article 1: Definitions

Alejandro Barba Consulting, established in Amsterdam, Chamber of Commerce number 77395123, VAT identification number NL003190327B03, is referred to as service provider in these general terms and conditions.

The other party is referred to as a customer in these general terms and conditions.

The agreement is understood to mean the agreement of the assignment on the basis of which the service provider performs work for the client against payment of a fee and costs and in which the general terms and conditions have been declared applicable.

##### 2. Article 2: Applicability of general terms and conditions

These terms and conditions apply to all offers, invoices, work, agreements, processes and delivery of other services and products by or on behalf of the service provider to which the service provider has declared these terms and conditions applicable, insofar as these terms and conditions have not been explicitly deviated from in writing.

The conditions also apply to the actions of third parties engaged by the service provider in the context of the assignment.

The latest version of these general terms and conditions is always applicable.

The applicability of the general terms and conditions of the customer business is expressly rejected unless otherwise stated in writing.

If one or more provisions in these general terms and conditions are wholly or partially invalid at any time or should be annulled, the remaining provisions in these general terms and conditions will remain fully applicable.

If a situation occurs that is not covered by these terms and conditions, the situation will be viewed from the spirit of these terms and conditions.

The service provider is entitled to unilaterally change these conditions if it deems this necessary.



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### 3. Article 3: Offer

If no acceptance period is set in the quotation, the quotation expires after 14 calendar days.

The service provider cannot be held to its offer if the client could reasonably understand that the offer, or a part thereof, contains an obvious mistake or error.

Offers do not automatically apply to follow-up orders.

### 4. Article 4: Rates and payments

The agreement is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

With the acceptance of the offer, the obligation to pay arises, even if the entire process is not completed. The service provider has the right to request a down payment.

Payment in installments is possible. The payment terms will be included in the quotation. The service provider is entitled to suspend the agreement until the (next) payment has been made.

The rates agreed upon entering into the agreement are based on the price level applied at that time. The service provider has the right to adjust the fees annually.

The Service Provider also has the right to adjust the reimbursements at any time when changed circumstances so require. Adjusted rates are communicated to the customer as soon as possible.

Invoices must be paid within 30 calendar days of the invoice date unless the parties have made different agreements in writing, a process or training starts earlier, or a different payment term is stated on the invoice.

If the customer fails to pay an invoice on time, it will be legally in default and owe statutory interest. The interest in the claimable amount will be calculated from the moment that the customer is in default until the moment of payment of the full amount due.

If the customer is in default or omission in the fulfillment of his obligations, all reasonable costs for obtaining satisfaction out of court will be borne by the customer.

In the event of liquidation, bankruptcy, seizure or suspension of payment of the



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customer, the claims of the service provider on the customer are immediately claimable.

### **5. Article 5: Customer information**

The customer makes all the information that is relevant for the execution of the assignment available to the service provider on time.

The customer is responsible for the accuracy, completeness, and reliability of the information provided, even if it originates from third parties. The service provider will treat the data confidentially.

The customer indemnifies the service provider against any damage resulting from non-compliance with the provisions of the first paragraph of this article.

If the customer does not make the requested data available or does not do so in time, and the execution of the order is delayed as a result, the resulting additional costs will be borne by the customer.

### **6. Article 6: Execution of the agreement**

The service provider carries out the assignment to the best of its knowledge and ability. The service provider is not liable for failure to achieve the result that the customer intended. The client acknowledges that the result will not be immediately visible and also that the results are partly dependent on the commitment of the client.

The execution of the agreement takes place in mutual consultation and after written agreement and payment of the amount due.

The service provider is entitled to refer the customer in the event of complaints in which the service provider cannot provide sufficient assistance.

### **7. Article 7: Change and cancellation**

In the event of unforeseen circumstances, the service provider has the option to interrupt, move or cancel a package or agreement. Unforeseen circumstances are, among other things, the case of illness of the service provider and circumstances that occur with regard to materials that are necessary for the proper execution of the agreement. The service provider will make a change as referred to in this paragraph known to the customer as soon as possible.

When purchasing a package, the customer agrees that the entire package must be paid, even if the customer wishes to cancel during the package.



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Contrary to the provisions of paragraph 2 of this article, the customer is entitled to cancellation before a package actually begins. If the customer wishes to dissolve the agreement before the start, the customer must inform the service provider in writing and the following cancellation conditions are applied: cancellation up to a month before the start of a first session cancellation is free of charge; if canceled between 4 and 2 calendar weeks before the start, 25% of the costs will be charged; cancellation within 2 weeks and 1 week before the start results in payment of 50% of the amount; if canceled within 7 calendar days before the start of a route, 75% of the offered amount will be charged and from the moment a first session has started, the client is obliged to pay the full amount.

A single session, even if this is a session within a package, can be rescheduled free of charge up to 24 hours prior to the scheduled session. If canceled within 24 hours or canceled by default, the session will be canceled and will be charged as such.

Cancellation of a training can be canceled by the customer free of charge up to a calendar month before the start of the training. If you cancel within a calendar month, 50% of the costs will be charged.

If the training is tailor-made for the client, the costs for the development of the training and any location rent are charged on in addition to the previous paragraph.

### 8. Article 8: Force majeure

In the event of force majeure, the service provider is entitled to interrupt, move or cancel an agreement. Force majeure exists, among other things, if the performance of the agreement is prevented, temporarily or otherwise, by circumstances beyond the service provider's reasonable control, such as illness, accidents or fire.

If a situation as described in the first paragraph of this article occurs, the obligations of the service provider towards the customer are suspended as long as it cannot meet its obligations. If this situation lasts longer than 30 calendar days, both parties have the right to terminate the agreement in writing.

### 9. Article 9 Liability for damage

The service provider is not liable for damage resulting from this agreement unless the damage was caused intentionally or with gross negligence.

The service provider is not liable for damage caused because it is based on incorrect or incomplete information provided by or on behalf of the customer.

The customer remains responsible at all times for the application or execution of



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knowledge or actions as acquired during a process or training.

The service provider is not responsible for the actions and behavior of the customer after a training or session.

In the event that the service provider owes compensation to the customer for direct damage, the damage is no more than the amount paid out by the liability insurance or the service provider has charged the customer.

The customer indemnifies the service provider against all claims from third parties that are related to the services and advice provided by it.

### **10. Article 10: Intellectual Property**

The intellectual property rights to the materials, advice, and content made available by the service provider to the customer rest with the service provider. The customer is expressly not permitted to reproduce the material and documentation provided, to make it public or to make it available to third parties without prior permission.

Any act contrary to this article is considered as a copyright infringement.

In the event of a breach, the service provider will receive compensation at least three times the license fee customarily used by the service provider for such use, without losing any right to compensation for other damage suffered.

It is only permitted to make video and/or audio recordings during a training or session if explicit permission has been given for this beforehand.

### **11. Article 11: Special provisions**

Both parties are bound to maintain the confidentiality of all confidential information that they have received in the context of their agreement. The customer is referred to the privacy statement for more information.

The Service Provider reserves the right to exclude participants from their participation in the relevant training or future training that prevent or impede the course of a course due to their behavior. The exclusion does not affect the obligation to pay the costs for the training in question.

### **12. Article 12: Complaints**

The customer is obliged to inform the service provider in writing and with reasons about complaints about invoices and/or the services provided within 14 days after the



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complaint arose. It strives to respond to the complaint within two working days.

Submitting a complaint does not suspend the payment obligation.

### **13. Article 13: Dispute settlement**

Dutch law applies to these terms and conditions.

Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation. Disputes will only be settled in the district in which the service provider is established.

Contrary to the legal limitation periods, the limitation period of all claims and defenses against the service provider and third parties involved is 12 months.